



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: Tenant: CNR, MNRT, RP, OLC, FFT
Landlord: OPR-DR, MNR-DR, FFL

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72 of the *Act*

The tenant requested:

- cancellation of the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 33 and;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

The landlord attended with their legal counsel, CS. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Pursuant to Rule 6.11 of the RTB Rules of Procedure, the Residential Tenancy Branch’s teleconference system automatically records audio for all dispute resolution

hearings. In accordance with Rule 6.11, persons are still prohibited from recording dispute resolution hearings themselves; this includes any audio, photographic, video or digital recording. Both parties confirmed that they understood.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of both applications as set out below:

1. Both parties agreed that the tenancy will continue as a fixed-term tenancy until June 8, 2023. The tenancy will continue until ended in accordance with the *Act*.
2. The parties agreed that the monthly rent will be set at \$2,000.00, due on the first day of each month.
3. The landlord agreed to cancel the 10 Day Notice dated July 17, 2022, which is of no force or effect.
4. Both parties agree that the hydro bill will continue to be in the tenant's name. The landlord agreed to contribute \$100.00 per month towards the hydro bill upon presentation of the bill and proof of payment by the tenant.
5. The landlord agreed to perform repairs as required by the *Act*.
6. The parties agreed that the tenant may reapply for an order under section 33 of the *Act* if the landlord fails to comply with condition #5 above.
7. The parties agree that this mutually settled agreement includes both parties withdrawing their respective applications, and that both files listed on the cover page of this Decision are resolved by this mutually settled agreement.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Pursuant to section 62(3) of the *Act*, I make the following order:

I ORDER the parties to comply with their mutually settled agreement specified above, comprised of 7 terms.

Conclusion

The parties have entered into a mutually settled agreement pursuant to section 63 of the *Act* and I have made the order listed above to ensure the binding nature of the agreement between the parties, which is final and binding.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 14, 2022

Residential Tenancy Branch